

### JUSTICE COMMITTEE AGENDA Government Center, Room 400

### Monday, January 7, 2008

### 4:30 p.m.

1.	Roll	Call				
2.	Chai	irman's	Appro	oval of Minutes –	- December 4, 2008 November 20, 2007 (Stand-U	p Meeting)
3.	Appe	earance	by M	lembers of the Pu	ublic	
4.	Depa	artment	al Ma	tters:		
	A.	Bill Y 1)		Monthly Case	ed for Information: Bload Report Ure Fund Report	1 2
	B.	Sand 1)		<u>is to be Presente</u>	unty Circuit Clerk ed for Information: ports, November 2007 ort	3-11

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12-15
16-17
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20-30 31-37 38
20-30 31-37

G.	Beth C. Kimi	merling, McLean County Coroner	
	1) Items	to be Presented for Action:	
	a)	Request Approval of an Emergency	
	,	Appropriation Ordinance Amending the	
		McLean County Fiscal Year 2007 Combined	
		Annual Appropriation and Budget Ordinance,	
		General Fund 0001, Coroner's Office 0031	48-49
	2) <u>Items</u>	to be Presented for Information:	70-48
	a)	Monthly Report, November 2007	50
	b)	General Report	30
	c)	Other	
	C)	Other	
Н.	Royanna Ca	stleman, Director, Court Services	
1 1.		to be Presented for Information:	
	a)	Court Services Adult/Juvenile Division	
	a)		E4 E0
	<b>L</b> .\	Statistics, November, 2007	51-52
	b)	Juvenile Detention Center –	
	,	McLean County Statistics, 2007	53-55
	c)	Juvenile Detention Center –	
		Out of County Statistics, 2007	56-58
	d)	General Report	
	e)	Other	
	Americ Devile II	Dudella Dafandan	
I.	•	Public Defender	
		to be Presented for Information:	
	a)	Monthly Caseload Report, November, 2007	59-61
	p)	General Report	
	c)	Other	
O+6 -	. D	1.0	
Otne	i business and	d Communication	

- 5.
- Recommend payment of Bills and Transfers, if any, to the County Board 6.
- 7. Adjournment

E:\ann\agenda\justice\j\_January.08

# January 2, 2008

# McLean County State's Attorney's Office 2007 Case Load Report

2004 Total 2005 Total 2006 Total 2007 Total Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec.

7
CRIMINAL
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CRIMINAL																
Felony	122	92	118	130	98	96	152	109	97	146	106	144	1,413	1,277	1,251	1,206
Misdemeanor	186	168	245	273	224	202	255	209	196	226	171	210	2,565	2,501	2,406	2,350
Asset Forfeiture	6	15	9	11	19	13	6	15	7	1	2	4	125	167	129	103
Mental Health	27	21	15	17	16	15	17	16	11	17	13	13	198	ΝΑ	ΑN	ΑN
Family Totals	34	52	89	64	54	38	77	53	92	104	65	99	751	751	684	515
Family	20	28	43	45	31	23	49	31	49	99	46	48	479	534	496	334
Order of Protection	14	24	25	19	23	15	28	22	27	38	19	18	272	217	188	181
Juvenile Totals	26	25	13	28	41	19	45	33	23	36	34	24	347	384	301	422
Juvenile	0	0	0	0	0	0	0	0	1	0	1	~	က	-	13	12
Juvenile Abuse	15	14	4	17	35	6	21	15	10	23	16	11	190	245	142	224
Juvenile Delinquency	11	11	6	11	9	10	24	18	12	13	17	12	154	138	146	175
Traffic Totals	2,532	2,532 2,447	2,967	3,423	3,100	2,653	3,359	2,536	3,308	3,454	2,518	2,756	35,053	36,743	32,522	28,410
Traffic	2,459	2,459 2,394	2,900	3,344	3,007	2,592	3,291	2,461	3,252	3,362	2,458	2,679	34,199	35,836	31,661	27,463
DUI Traffic	73	53	29	62	93	61	89	75	99	92	09	77	854	206	861	947

# CHILD SUPPORT

Paternity cases filed	4	14	10	11	13	5	13	5	6	19	6	19	131	188	167	65
Paternity cases established	14	2	10	6	9	3	7	8	12	2	11	15	102	88	62	55
Paternities excluded	7	0	9	2	3	4	1	0	4	7	3	-	27	25	16	13
Support Orders entered	69	51	61	9/	51	59	20	22	91	63	47	133	800	1,271	886	940
Modification proceedings filed	7	21	6	25	13	15	30	15	13	26	26	32	229	212	233	283
Modification proceedings adjudicated	14	6	18	20	19	13	16	15	29	26	4	22	205	170	110	181
Enforcement actions filed	31	31	33	9/	38	30	47	35	22	93	55	69	595	708	555	682
Enforcement actions adjudicated	65	62	93	94	63	80	71	81	118	80	26	155	1062	1,353	1,118	1,095
Hearings set before Hearing Officer	98	49	114	98	84	84	61	85	84	09	37.	129	929	1,155	845	1,065
Orders prepared by Hearing Officer	83	44	102	79	7.1	7.1	54	72	77	55	36	122	998	1.020	733	893

### ASSET FORFEITURE FUND

### STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

### December 31, 2007

### STATE'S ATTORNEY:

Beginning Balance 01/01/2007 (Reflects \$80,000 transfer to General Fund 12/31/02) (Reflects \$30,000 transfer to General Fund 12/31/03)	\$	-33,823.07
Revenue	_	16,287.32
Total Funds Available	\$	-17,535.75
Expenditures	_	6,495.84
Fund Balance 12/31/07	\$	-24,031.59
SHERIFF: Beginning Balance 01/01/2007	\$	21,384.68
Revenue		14,804.24
Total Funds Available	\$ _	36,188.92
Expenditures		9,039.16
Fund Balance 12/31/07	\$	27,149.76

TOTAL FUND BALANCE December 31, 2007 \$ 3,118.17

# REPORT A ACTIVITY OF ALL CIVIL CASES DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
Adoption	27	AD	10	0	4	33	29
Arbitration	324	AR	55	9	79	309	272
Chancery	316	СН	41	0	31	326	281
Dissolution of Marriage	453	D	47	0	48	452	450
Eminent Domain	0	ED	0	0	0	0	1
Family	326	F	52	1	57	322	319
Law => \$50,000 - Jury	299	L	3	0	8	294	299
Law = > \$50,000 - Non-Jury	200	L	8	0	11	197	189
Law = < \$50,000 - Jury	0	LM	0	0	0	0	0
Law = < \$50,000 - Non-Jury	226	LM	94	2	101	221	170
Municipal Corporation	0	МС	С	0	0	0	0
Mental Health	21	мн	8	0	15	14	8
Miscellaneous Remedy	124	MR	26	C	21	129	153
Order of Protection	32	OP	24	L C	28	28	12
Probate	1,145	Р	24	, C	26	1,143	1,090
Small Claim	1,098	s sc	204	35	414	923	815
Тах	8	TX		1 0	1	8	3 7
TOTAL CIVIL	4,599	9	597	7 47	844	4,399	4,095

# REPORT B ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
CONTEMPT OF COURT	2	c.c.	0	0	0	0	2	0
CRIMINAL FELONY	808	CF	116	116	2	111	815	803
CRIMINAL MISDEMEANOR	1,026	CM	183	183	6	209	1,006	1,071
TOTAL CRIMINAL	1,836		299	299	8	320	1,823	1,874

## REPORT C ACTIVITY OF ALL JUVENILE CASES DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
JUVENILE	6	J	2	2	0	0	8	7
JUVENILE ABUSE & NEGLECT	426	JA	15	15	0	5	436	394
JUVENILE DELINQUENT	131	JD	16	16	10	8	149	100
TOTAL JUVENILE	563		33	33	. 10	13	593	501

## REPORT D ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATON/ORDINANCE CASES DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
CONSERVATION VIOLATION	15	cv	11	0	10	16	18
DRIVING UNDER THE INFLUENCE	560	DT	63	0	78	545	493
ORDINANCE VIOLATION	1,003	ov	254	0	158	1,099	921
TRAFFIC VIOLATION	13,875	TR	3,824	45	4,263	13,481	18,816
TOTALS:	15,453		4,152	45	4,509	15,141	20,248

### REPORT E

### TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT IN ALL CATEGORIES

MCLEAN COUNTY

### DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE <u>ELEVENTH</u> JUDICIAL CIRCUIT

CASE NUMBER	FILING DATE	DATE OF VERDICT
07 CM 499	03/12/07	11/06/07
07 DT 310	05/07/07	11/06/07
07 CF 893	08/22/07	11/06/07
07 CF 902	08/23/07	11/06/07
05 L 177	11/03/05	11/08/07
07 CM 810	04/20/07	11/08/07
		·

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE MONTH OF NOVEMBER 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

IOTAL	DEFENDANTS	DISPOSED OF	
)	JURY	TRIAL	0
CONVICTED		TRIAL	0
0	GUILTY	PLEA	94
	тер ву	JURY TRIAL	0
NOT CONVICTED	ACQUITTED BY	BENCH TRIAL	0 .
	OTHER	(2)	0
		DISMISSED	0
	BEDLICED TO	MISDEMEANOR	4
		S.O.L.	0
		NOLLE	13

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY. (1) NOT NECESSARILY DIFFERENT DEFENDANTS

<sup>\*\*\*</sup>TRANSFERS TO WARRANT CALENDAR

PEPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF NOVEMBER 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

TOTAL	DEFENDANTS DISPOSED OF		102	98	98	265	103	122	100	134	69	139	111	0	1317
D	JURY	TRIAL	2	0	2	5	-	0	4	7	က	<b>4</b>	0	0	25
CONVICTED	BENCH	TRIAL	τ-	2	0	0	0	<b>.</b>	0	5	0	0	0	0	6
S	GUILTY	PLEA	62	67	74	104	80	96	71	90	52	107	94	0	914
	TED BY	JURY TRIAL	Ļ	က	3	Ψ-	0	-	0	2	5	0	0	0	16
	ACQUITTED BY	BENCH TRIAL	0	1	0	0	3	0	0	0	0	0	0	0	4
		OTHER (2)	0	0	0	131	3	9	5	2	0	8	0	0	158
NOT CONVICTED		DISMISSED	0	0	0	0	0	0	0	0	0	0	0	0	0
TON	BEDUCED TO	MISDEMEANOR	7	တ	8	8	ιO	9	က		4	5	4	0	55
		S.O.L.	0	0	0	0	0	0	0	0	0	0	0	0	0
		NOLLE	12	10	4	16	11	12	17	18	5	18	13	0	136
		MONTH	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL

(1) NOT NECESSARILY DIFFERENT DEFENDANTS (2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

# REPORT G SENTENCE OF DEFENDANTS CHARGED WITH FELONIES DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL, AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW

TOTAL NUMBER	OF CONVICTED FELONIES:	94

### FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	6	8	15	14	12	55
4. PROBATION	0	0	2	5	8	15	30
5. OTHER	0	0	0	0	2	7	9
TOTALS:	0	6	10	20	24	34	94

## REPORT H ORDERS OF PROTECTION ISSUED DURING THE MONTH OF NOVEMBER 2007 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

	EMERGENCY	INTERIM	<u>PLENARY</u>
DIVORCE	0	1	1
FAMILY (OP)	19	0 .	12
CRIMINAL	2	0	2
TOTAL:	21	1	15

### Memo

To: McLean County Justice Committee and McLean County Board

From: Craig Nelson, Director of Information Services

Date: December 28, 2007

Re: Child Support Dataload and Programming Requirements

Please find attached two proposals from Crimecog Technologies. Crimecog is the licensor of our integrated justice software, having acquired the software from Northrop Grumman.

The first proposal summarizes additional programming requirements for the Civil case system that have been found to be necessary since implementation. These requirements have been reviewed by Information Technologies with the Circuit Clerk's office and represent the final requisite criteria to ensure a smooth-running and successful implementation of the Civil case system. The fixed price cost for this programming is \$60,405.

The second attached proposal represents the contracted effort to transfer all Child Support names, relationships, history and financials from our current legacy system into the new Child Support program. This is a time and materials agreement with a do-not-exceed cap of \$141,700 plus travel expenses estimated at \$7,800. The dataload will be funded via the Circuit Clerk's special Child Support fund.

On behalf of the office of the Circuit Clerk, Information Technologies and the Sheriff's office, I respectfully request approval of (a) the Civil case system enhancement proposal and (b) the Child Support dataload proposal.

I'll be happy to answer any questions you may have.

Thank you



### Civil Case Management Enhancements

### Task Description:

McLean County wishes to engage CrimeCog to provide a professional services to development and implement enhancements to the Civil Case functionality in E\*Justice.

### McLean County Responsibilities:

Review the SCR descriptions detailed in this document Approve the deliverables for each SCR Verify that delivered functionality meets the designed requirements

### **CrimeCog Responsibilities:**

Develop and implement SCR descriptions detailed in this document Test and verify functionality as developed

SCR	Descriptive Title	Description
15178	Civil Case – Wrong Plaintiff	The Court Paper screen shall be modified to display the Case Caption for Civil Court Cases.  The Court Paper screen shall be modified to display the Case Header for Civil Court Cases.  The Court Paper screen shall set the Plaintiff field to null for Civil Cases.  Court Paper reports shall print the Case Caption for Civil Court Cases in replacement of the default Plaintiff information and Defendant Information.
15405	8.0: Wrong plaintiff on Accounting History	Accounting History reports shall print the Case Caption for Civil Court Cases in replacement of the default Plaintiff information and Defendant Name information.
15354	Mass check in/out for business (civil)	An authorized user shall have the ability to enter a Search Type of Case Businesses for Mass Check In/Out.  An authorized user shall have the ability to query by Business Name, Case Number, and Case Type & Case Role.  An authorized user shall have the ability to enter a Search Type of Court Cases for Mass Check In/Out.  An authorized user shall have the ability to query by Case Number, Case Type and Case Sub Type & Case Status.
15395	Cash: Restitution Victim Account=one deposit bank account	A Jurisdiction shall be associated to the Deposit Bank Account for a Victim Account. Victim Accounts shall default to the Deposit Bank Account of the Jurisdiction associated to the Court Case.  Assumption 1: There shall only be one Victim Account record per person.  Assumption 2: Restitution processes shall take into account the differences between defendant roles in Civil vs. Criminal (i.e. RJ in Civil, DF in Criminal).
15486	Overpayment for civil cases would not be removed from Refunds/Overpayments screen after payment was reversed.	An authorized user shall have the ability to reverse a payment for Refunds.



	1	T
15718	Request Case # button not displaying	An authorized user shall have the ability to select a Decision Code of 'CV' and allow the user to Request a Case # for an Adult Intake.
15618	Consolidated Cases	An authorized user shall have the ability to view Civil Court Cases
		that have been consolidated into a parent Civil Court Case from Court
		Case Management.
15487	Attorneys are not showing for	The Court Docket report shall be modified to display Person/Business
15 10 /	cases under Civil jurisdiction	Attorneys for a Civil Court Case.
	)	
		Assumption: Attorney's would not be listed by each party name since the Case Header/Case Caption is a free text field printed on the report.
15510	EP 6 for 8.0: Warrant Suppressed	An authorized user shall have the ability to disable the default
13310	Checkbox default	checking of the Suppressed checkbox when creating a Warrant for a
	Checkoox default	Juvenile.
15511	ED 6 for 9 0 insure LEA coming	
15511	EP 6 for 8.0 issue: LEA serving	An authorized role shall have the ability to serve Juvenile Suppressed Warrants.
15404	suppressed Warrants	
15404	Cash: Non-Case Payment Need	An authorized user shall have the ability to separate Non Case
15255	Separate Disbursements	Payments for an account.
15355	Case Party Filed Date cannot be	An authorized user shall have the ability to enter a Case Person Filed Date for a Court Case.
	modified in 8.0.3 question	
		The Case Person Filed Date shall be mandatory.
		The Case Person Filed Date shall default to the system date.
		An authorized user shall have the ability to enter a Case Business Filed Date for a Court Case.
		The Case Business Filed Date shall be mandatory.
		The Case Business Filed Date shall default to the system date.
		An authorized user shall have the ability to modify a Case Person
		Filed Date for a Court Case.
		An authorized user shall have the ability to modify a Case Business
		Filed Date for a Court Case.
	·	Thou But 101 a Count Case.
		Assumption: The Case Management screen will be modified to
		include the Filed Date for the person or business on the Case People
		and Case Business Tabs. The Case Person and Case Business
		Management screens will not be modified. The existing EJS
		Maintenance, E*CaseMan, FILE DATE setting will be used to control
		access to the Filed Date.
15422	Jail: Unable to see the juvenile	Once a Juvenile Warrant has been associated to a Field Arrest, an
	(secure) court case in the booking	authorized user shall have the ability to view the Juvenile case
	review process.	associated to the Warrant on the Court Cases list in the booking flow.
15951	Add the chility to view the Title	
15851	Add the ability to view the Title	The Court Case Person Information shall be modified to include the
15851	from the Person Summary	Title of a person.
15851		Title of a person.
15851	from the Person Summary	Title of a person.  Assumption: The CASE_PERSON function will be modified to
15851	from the Person Summary	Title of a person.  Assumption: The CASE_PERSON function will be modified to include the Title of a person. This function is used when referring to a
15851	from the Person Summary	Assumption: The CASE_PERSON function will be modified to include the Title of a person. This function is used when referring to a Court Case Person. Other E*Justice modules may use other
	from the Person Summary information	Title of a person.  Assumption: The CASE_PERSON function will be modified to include the Title of a person. This function is used when referring to a Court Case Person. Other E*Justice modules may use other functions.
15851	from the Person Summary information  Ability to filter appearance	Title of a person.  Assumption: The CASE_PERSON function will be modified to include the Title of a person. This function is used when referring to a Court Case Person. Other E*Justice modules may use other functions.  An authorized user shall have the ability to query by a court
	from the Person Summary information	Title of a person.  Assumption: The CASE_PERSON function will be modified to include the Title of a person. This function is used when referring to a Court Case Person. Other E*Justice modules may use other functions.



### Investment/Payment:

The investment for this work order is a fixed price of \$60,405 (Sixty Thousand and Four Hundred and Five Dollars). Payment schedule is: 50% due upon execution of document; 20% due after 30 days; 20% due upon delivery of service pack; 10% due upon completion of acceptance testing. Payment terms are Net 30 days after receipt of a valid invoice.

### Term:

This proposal is valid through February 29, 2008. The duration of this project will be one hundred and twenty (120) days after the execution of this document.

Agreed and Accepted:	
McLean County	CrimeCog Technologies, Inc.
Signature	Signature
Print Name/Title	Print Name/Title
Date	Date

### **Child Support Data Migration Engagement**

### Task Description:

McLean County wishes to engage CrimeCog to provide time and materials professional services to migrate the child support data from the County's Gavel Civil Case Management System to E\*Justice.

### McLean County Responsibilities:

- The County will evaluate all Gavel Civil Case Management data and provide import files (ASCII file layouts or other layout as specified by CrimeCog) that are free of bad data and contain valid associations required for accurate data migration.
- The County will provide data element clarification and validation for data elements in the Gavel Civil Case Management System that are not in the E\*Justice System and may require special processing.
- The County will identify and resolve all data issues with the Gavel Civil Case Management data. Included but not limited to the following;
  - ✓ Records created as Master Names versus Non-Master Names
  - ✓ Provide information as to how existing Court Cases in E\*Justice will link to child support data (e.g. verification process)
  - ✓ Provide Cash Accounting expertise for data load accuracy
  - ✓ Other data integrity issues with Gavel data
- The County will review the data integrity and validity of trial data load(s). Signed authorization of approved data migration scripts will be required to proceed with E\*Justice Production data migration.

### **CrimeCog Responsibilities:**

- Coordinate with the McLean County Project Manager to establish schedule/timing for service requests/tasks.
- Provide professional services necessary to effectively migrate the child support data into E\*Justice.
- Provide on-site post migration support.
- Software enhancements to E\*Justice are not considered part of this professional services engagement.

### **Price/Payment:**

The amount of this work order is set at a do not exceed limit of \$141,700 (One Hundred and Forty-one Thousand and Seven Dollars), plus travel costs as incurred. Travel costs are estimated at \$7,800 (Seven Thousand and Eight Hundred Dollars). Travel cost will be billed at actual costs incurred. This work order is based on an estimate of 1,090 hours at a rate of \$130 per hour.

### Term:

This proposal is valid through December 28, 2007.



Agreed and Accepted:	
McLean County	CrimeCog Technologies, Inc.
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

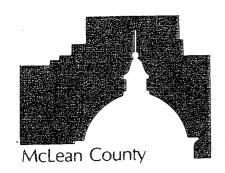
# McLean County Children's Advocacy Center Monthly Statistics, December, 2007



YTD TOTALS	22	64	96	114	147	171	187	216	238	271	288	318	318	
TOTAL MONTHLY INTERVIEWS	22	42	32	18	33	24	16	29	22	33	17	30	318	
OUT OF COUNTY INTERVIEW 2007	3	0	1	2	0	1			0	0	0	П	10	
2ND INTERVIEW 2007	0	0	3	0	0	1	0	0	0	0	1	2	7	
SiB/Witness Interview 2007		0	8	5	9	4	0	3	9	2	9	9	47	
JUV. SUSPECT INTERVIEW 2007	2	2	-	0	0		0	4	0	0	1	0	11	
1ST. INTERVIEW 2007 MONTH/YTD	16	40/56	19/75	11/86	27/113	17/130	15/145	21/166	16/182	31/213	9/222	21/243	243	
2006 INTERVIEWS VIC/OTHER/TOT INT.	14/6/20	20/8/28	24/4/28	8/4/12	16/14/30	21/11/32	29/11/40	19/9/28	13/4/17	13/2/15	8/5/13	15/3/18	200/81/281	243/75/318 13% INCREASE
(1) X (2) X	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	A JULY	August	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YEAR TO DATE TOTALS	2007 YEAR END

# CASA Monthly Statistics FY07

(a) X	New Children Cases Assigned	Child Cases Closed	Children Awating CASA Assignment	Total Children Served	CASAS Assigned	Total Number of Assigned CASAs	. Reported CASA Volunteer Hours	CASAS Trained	Reports Filed	Court Hearings Attended
January	9	2	14	136	2	29	276	in progress	9	19
February	2	0	19	138	1	63	312.1	in progress	4	13
March	0	1	24	138	0	. 63	335.1	in progress	6	17
April	10	5	10	143	9	59	275	8	13	25
May	7	6	6	152	. 5	<i>+</i> 9	289.5	0	8	31
June	. 2	10	2.	150	4	19	238	in progress	12	56
July	2	2	3	148	1	50	222	in progress	10	97
August	7	£	8	146	1	50	220	2	8	21
September	7	2	8	145	1	51	199	0	2	19
October	0	9	4	143	0	6,6	221	in progress	6	30
November	7	0	2	145	2	51	242	3	11	13
December					-					
YTD Totals	3E	40	7	174	23	63	2829.7	13	97	240



### MCLEAN COUNTY SHERIFF'S DEPARTMENT MIKE EMERY, SHERIFF

"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

December 31, 2007

TO:

Mr. Tari Renner, Chairman

Justice Committee

FROM:

Sheriff Mike Emery

SUBJ:

January 7, 2008 JUSTICE COMMITTEE AGENDA

### Dear Chairman Renner:

I would respectfully request that the following items be placed on the January 7, 2008 Justice Committee Agenda.

### **Action**

### 1) Uniform Bid:

Formal written bids were solicited, (from four vendors). At the formal bid opening, on December 28, all four bids were received and opened by Julie Osborn with Chief Deputy Rusty Thomas and Lt. Brent Wick present.

Ray O'Herron Co., Inc. submitted a complete bid on all categories, while Galls Inc., Red Wing Shoes, and 10-8 Outfitters provided a partial bid on some categories.

After reviewing all bid proposals, it is my recommendation that McLean County accept the bid proposal provided by Ray O'Herron Co., Inc.

However, we may use the following vendors for specific items that may be of a lower cost:

### Galls Incorporated

2680 Palumbo Dr. Lexington, Kentucky 40509

### 10-8 Outfitters

1206 Towanda Plaza Suite 1 Bloomington, Illinois 61701 Mr. Tari Renner, Chairman Justice Committee January 7, 2008 Page 2.

> Red Wing Shoes 1210 Towanda Plaza Bloomington, IL 61701

2) Agreement for Professional Services between Justice Benefits, and McLean County Sheriff, Illinois, and McLean County, Illinois

Request contract renewal for the SCAAP and SSI program (please see attached).

### **Information**

1) McLean County Detention Facility Population Report: (Please see attached).

If you have any questions prior to the meeting, please feel free to contact me.

Sincerely,

Mike Emer

Sheriff



### October 26, 2007

#### INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases For The One Year Period of February 1, 2008 to January 31, 2009

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Contact person: Support Services Commander Lt. Brent Wick

### Mandatory Vendor Information

Name of company submitting formal quot Printed name of authorizing agent submit Signature of authorizing agent submitting	ting quote: Ray O'Herro	c. n Ohlly	
Date quote proposal submitted: 12-12-		· ·	
Company address: 3549 N. Vermilion		,	· · · · · · · · · · · · · · · · · · ·
Danville, IL 61834	-1070		
			<del></del>
Company Contact Telephone Number:	800-223-2097	· · ·	
Company Contact Email Address:	rayoherron@oherron.com	•	
Company Contact FAX Number:	888-223-3235		· · · · · · · · · · · · · · · · · · ·

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

### "Proposal for uniforms & equipment purchases for the McLean County Sheriff's Office"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope. The envelope must be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, by 10:00am on Friday, December 28th, 2007. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2008 to January 31, 2009 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items with in 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Brent Wick at: 309-888-4943 Monday through Friday, 8:30a.m. to 4:30p.m., Fax: (309) 888-5072 or e-mail: brent.wick@mcleancountyil.gov

Vendors **do not** have to bid on <u>all categories</u> of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

### Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.

\$ 255.00 Blauer Jacket 9910Z Brown Cruiser Jacket w/CROSSTECH Fabric

- 38.00 Command White S.S. Shirt Flying Cross #95R6600 39.00 Command White L.S. Shirt Flying Cross #45W6600 25.50 Blauer White S.S. Class Act Shirt #8421 30.00 Blauer White L.S. Class Act Shirt #8431 51.95 Deputy Pants Horace Small Pink Tan HS2136 w/Dark Brown Stripe per current design 53.00 Blauer 6030 Lightweight IKE-Length Wind Breaker 5.50 Necktie break away clip-on in silver tan or corrections gray 49.00 Midway 5-Star hat (with all accessories including cover matching pant material) 5.50 Replacement Midway hat accessories, silver, or gold Snake band w/buttons 18.00 Blauer Trooper Hat #5110-BR Brown, #5110-NB Navy 72.00 Bates Lightweight men's/ womens shoes in clarino Model #942 / #742 67.00 Converse 6" black boot #C8678 79.00 Converse 8" black boot #C8878 82.00 Bates GX-8 Gortex Side Zip Waterproof 94.00 Bates GX-4 Gortex Side Zip Waterproof 99.00 5.11 A.T.A.C 8" Storm Boot Waterproof 89.00 5.11 A.T.A.C 8" Boot 94,00 Bates Chukka leather shoe Model 78 59.00 Blauer Model 210, 100% wool sweater in brown or blue with badge tab & epaulets 65.00 Corrections Blauer #225 Fleece Lined V-Neck Sweater 99.00 Corrections Blauer #6120 3-Season Bomber Jacket with B.DRY 43.00 Corrections Flying Cross S.S. Shirt #97R6686 Navy
  - 48.00 Fechheimer Corrections pants #32230 Navy 55.00 RW1684L Yellow Raincoat 50" w/hood

49.00 Corrections Flying Cross L.S. Shirt #47W6686 Navy

- 21.00 Rainfair yellow raincoat #2100-8000
- 36.00 Blauer Streetgear SS shirt #8713 in Brown/ Navy/ Tan, Poly/Cotton
- 40.45 Blauer Streetgear LS shirt #8703 in Brown/ Navy/ Tan, Poly/Cotton
- 47.95 Blauer Streetgear SS shirt #8900 in Brown/Navy/Tan, Rayon Blend
- 41.95 Blauer Streetgear LS shirt #8910 in Brown/Navy/Tan, Rayon Blend
- 50.95 Blauer Streetgear 8810 pants in Brown/ Navy, Poly/Cotton
- 55.00 Blauer Streetgear 8980 pants in Brown/ Navy, Rayon Blend
- 8.00 Black Stocking Cap

TOTAL FOR UNIFORM CATEGORY \$ 1,965.75

### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is high Gloss finish, We use Safariland gear now with the SSIII Safety Holsters. **Don Hume or Bianchi can be substituted for any category** as long as it is comparable to the Safariland items listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

\$ 50.95 Safariland 87V duty belt in High Gloss w/buckle (silver or gold) 26.00 Inner velcro garrison belt #99 in High Gloss 21.95 Open Top Cuff case w/black snap Stallion OTCC in High Gloss 2.25 Safariland 2 snap belt keepers #65 (silver or gold) in High Gloss 12.50 Latex surgical glove pouch #33-9V in High Gloss 25.95 Double snap magazine pouch (hidden, silver or gold) in High Gloss 31.00 Speedloader Pouch #D418 in High Gloss Safariland SS-III Safety Holster #070 in High Gloss/ STX 113.00 Safariland 6070 RAPTOR Holster in High Gloss/STX STX-94.00 HG-115.00 Safariland 6360 SLS/ALS Holster in High Gloss/STX STX-64.00 HG-102.00 Portable Carrier for Motorola XTS 5000 radios - Boston Leather 5487 (5") Clarino 18.95 Portable Carrier for Motorola XTS 1500 radios - Boston Leather 5487 (5") Clarino 18.95 Monadnock rotating ASP holder 26.00 Safariland Model 38 pepper spray holder in clarino (MKIII) 22.95 21.00 Closed top carrier STN-3 for Stinger flashlight in Clarino 24.95 Uncle Mike's Nylon ultra duty belt 42.00 Uncle Mike's Nylon dual retention holster (jacket slot) 9.95 Uncle Mike's Nylon 2 snap keepers Uncle Mike's Nylon Slimline double magazine pouch Discontinued 19.95 Uncle Mike's Nylon double snap magazine pouch (vertical or horizontal style carry) 9.95 Uncle Mike's Nylon top flap cuff case Uncle Mike's Nylon open top cuff case 10.00 Boston Leather 5487 (5") portable radio carrier in Nylon 18.95 Uncle Mike's Nylon pepper spray holder (MKIII) 13.95 Uncle Mike's Nylon pepper spray holder (MKIV) 14.95 Uncle Mike's Nylon Stinger flashlight holder (closed top) 13.50 10.00 Uncle Mike's Nylon ASP baton holder

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 796.60

### **BADGE CATEGORY**

Blackington is the only badge we will accept in this category. No substitutes here please.

- \$ 59.95 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
  - Same as above but in HiGlow finish
  - Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County")
  - Shirt Badge #B1004 (as above) w/extra top panel "sergeant" spelled out in HiGlow
  - 79.00 Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" on lower panel)
  - Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back (Specify "Lieutenant" or "Detective" on upper panel)
  - Tie Tack #A3271 w/ deputy badge in either gold or silver color finish 15.00
  - 13.00 Namebar #A2450 in Rhodium finish
  - Same as above but in HiGlow finish 17.00
  - 15.95 "Serving Since" bar in gold or silver finish
  - Badge Cases for B1004 19.95
  - Badge Cases for B879
  - Badge Cases for B1277

TOTAL FOR THE BADGE CATEGORY:

### POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this	category.
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\$540.00 Protective Products International Body Armor

Centennial Model w/soft trama insert & additional carrier

\$59.00 Replacement Carrier (Brown/ Navy) for the above listed vest

OR,

If the above vest is not available please provide specifications and cost on a comparable vest.

SUB TOTAL FOR POLICE BODY ARMOR

\$ 540.00 package

### MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute—explain clearly what you are proposing to substitute & as in other categories, Lt. Boyd must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items — or comparable items are bid if you choose to substitute as outlined above.

- \$ 31.00 Safariland Speedloaders
  - 25.00 ASP Tactical Chain Handcuffs in Black
  - 32.50 ASP Tactical Chain Handcuffs in Colors
  - 26.50 Peerless PSN handcuffs #4710
  - 10.00 H.K.S. Speedloaders
  - 94.00 Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy
  - 24.00 Replacement Model 900 face shield #FS2
  - 21.00 Replacement interior liner & sizing kit for Premier 900 ILK1
  - 19.50 Saunders Aluminum Report Writing Board A-Holder #10017
  - 15.50 Saunders Aluminum Ticket Writing Board #10006
  - 228.00 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls)
  - 9.50 Barrier tape (1000' roll) "Sheriff's line do not cross"
  - 64.00 Red Flares w/spikes #2730-30 minute (per gross)
  - 24.00 Mesh nylon traffic safety vest (Orange w/SHERIFF)
  - 37.00 Blauer breakaway traffic vest #339S W/SHERIFF
  - 65.00 ASP Expandable Baton Model #F-21-B
  - 69.00 ASP Expandable Baton Model #926-B
  - 24.50 NIK Narcotics Test Kit "G" #6077
  - 24.50 NIK Narcotics Test Kit "E" #6075
  - 114.00 Streamlight SL-20x with DC & AC charger
  - 32.00 Streamlight Ni-Cad Battery stick for SL-20x
  - 12.95 Streamlight replacement bulb/lamp module for SL-20x
  - 11.50 Streamlight Charger Sleeve
  - 91.00 Streamlight Stinger flashlight AC75001
  - 12.95 Streamlight Stinger replacement bulbs
- No Charge Streamlight Stinger replacement switch
  - 7.50 Disposable Emergency Blanket U.S. Laminating Brand
  - 13.50 Def-Tec 1st Defens Pepper Spray MK III (10% OC)
  - 15.50 Def-Tec 1st Defense Pepper Spray MK IV
  - 16.95 Def-Tec 1<sup>st</sup> Pepper Foam MK III (10% OC)
  - 16.95 Def-Tec 1st Pepper Foam MK IV

Cont:

### MISCELLANEOUS POLICE EQUIPMENT CONTINUED:

- 39.00 Red Gun training aids (Glock .40 Gov.45 S&W.45)
- 19.95 Ear Protection #90561 Earmuff style
- 4.00 Shooting safety glasses
- 30.00 Outer's firearms target 3/4" pasters (20 roll carton)
- 25.00 Realistic targets
- 99.00 Flex-Cuf's per order of 100 (#5010)
- 809.95 Taser X26 weapon
- 17.97 Replacement cartridge for X26 taser (15 feet)
- 22.97 Replacement cartridge for X26 taser (XP-25 feet)
- 29.95 Taser digital power magazine (DPM) for X26 taser
- 49.95 Blade-Tech X26 taser holster #44952
- 24.95 Blackhawk CQC Serpa Holster w/Belt loop and Paddle
- 34.00 Uncle Mike's Tac Bag #5249-1
- 49.00 Hatch Gloves SOG HK300 in black
- 14.50 Damascus Knee Pads #DKP-1
- 10.00 Damascus Elbow Pads #DEP-1
- 265.00 Ballistic Helmet, Level 3 in Black
- 71.00 ESS NVG Goggles in Black
- 39.50 ESS ICE 2.4 Glasses ANSI Z87 and OSHA approved
- 995.00 Corrections Head to Knee Riot Shield w/SHERIFF
- 60,00 Corrections Shin Guards in Black
- 20.50 Corrections Open Finger Padded Tactical Gloves in Black
- 73.00 Corrections Upper Body protection system in Black w/ groin & tailbone protection.
- 37.00 Camelbak Sabre in Black

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$\_4,030.49

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

### Galls Incorporated

Attn: Kendi Kiogora 2680 Palumbo Drive Lexington, Kentucky 40509

### 10-8 Outfitters

Attn: Stephen Stewart 1206 Towanda Plaza Suite 1 Bloomington, Illinois 61701

### Ray O'Herron Co. Inc

Attn: Bids/Contracts
3549 N. Vermilion
P.O. Box 1070
Danville, Illinois 61834-1070

### **Red Wing Shoes**

Attn: Dave Stiles 1210 Towanda Plaza Bloomington, IL 61701

### AGREEMENT FOR PROFESSIONAL SERVICES

between

Justice Benefits, Incorporated and McLean County Sheriff, Illinois and

McLean County, Illinois

This Agreement is entered into by and between McLean County Sheriff's Office and McLean County, Illinois (hereinafter referred to as the "County") and Justice Benefits, as the general partner of Unificare, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

### WITNESSETH

WHEREAS, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

### ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the

claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

### ARTICLE II RESPONSIBILITIES OF THE COUNTY

- 2.01 The County agrees to perform the following activities:
  - a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
  - b. Designate a contract monitor who shall:
    - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
    - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
  - c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

### ARTICLE III INITIAL TERM AND RENEWAL

- 3.01 The initial term of this Agreement is four (4) years, commencing with the date of this Agreement (the "Initial or Renewal Term").
- 3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

### ARTICLE IV CONFIDENTIALITY

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

### ARTICLE V COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities:

advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Twenty-two percent (22%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.
- 5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.
- 5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.
- JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.
- 5.05 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

### ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

### ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 <u>Authority</u>. All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.02 <u>Changes to be in Writing</u>. This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

- 7.03 Choice of Law, Forum Selection and Alternative Dispute Resolution. Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of <u>Illinois</u>, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.
- 7.04 <u>Counterparts</u>. This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 7.05 <u>Entire Agreement</u>. This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.
- 7.06 <u>Force Majeure</u>. Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.
- 7.07 <u>Headings</u>. The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.
- 7.08 <u>Inconsistencies</u>. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.09 <u>Indemnification</u>. Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.
- 7.10 <u>Independent Contractor</u>. Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.
- 7.12 <u>Interest</u>. In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.
- 7.11 <u>Legal Fees</u>. In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.
- 7.13 <u>Non-Discrimination</u>. In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.
- 7.14 <u>Prohibition against Assignment</u>. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.
- 7.15 Rule of Construction. Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.
- 7.16 <u>Severability</u>. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.17 <u>Terminology and Definitions</u>. All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 7.18 <u>Waiver</u>. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS	_DAY OF_	
AGREED:		ACCEPTED BY:
McLean County Sheriff, Illinois		UNIFICARE, LTD., a Texas Limited Partnership By: Justice Benefits, Inc., a Texas Corporation Its: Corporate General Partner
Signature		
Print Name	_	By: Aum Arins
Title		Kimberly King
Address:		Senior Vice President - Business Development 2010 Valley View Lane, Suite 300 Dallas, Texas 75234
County of McLean		
Matt Sorensen, Chairman of McLean County Board		Peggy Ann Milton, Clerk of McLean County Board

### INITIATIVE: Alien Assistance Program

A)	Description of	JBI's Contribution:
	TDT magazinas	that Mal oon County

JBI recognizes that McLean County, Illinois is being underpaid for housing illegal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

### B) Claims submitted:

Last claim submitted by JBI was FY 2007.

### C) Total Increased Reimbursements expected:

Unknown until data is collected.

### D) Fee Structure:

JBI will be paid its fees per its contract with McLean County, Illinois on all amounts generated from this program.

### E) Agreed, JBI may proceed with this Initiative:

McLean County Sheriff:		
<b></b>	Mike Emery	Date
	Sheriff	

County of McLean:

Matt Sorensen, Chairman of Peggy Ann Milton, Clerk of McLean County Board McLean County Board

Justice Benefits, Inc.:

Senior Vice President – Business Development

### INITIATIVE: SSI - Supplemental Security Income

### A) Description of JBI's Contribution:

JBI has recognized that McLean County, Illinois qualifies for awards from the Social Security Administration (SSA) on the Supplemental Security Income (SSI) program. McLean County, Illinois y 0

Inte	I submit data to JBI for prergovernmental Agreemen se inmates that may be sublines established by SSA	t with SSA to the Coubmitted for SSI, pre-	unty for signature, so pare the application,	rt the inmate data to ide format the data accordin	ntify
<b>B</b> )	Claims submitted:				1
	September 2007 was the	last claim submitted by	JBI.		:
C)	Total Increased Reimbu	rsements expected:			
	Unknown until data is co	llected.			
				9	
D)	Fee Structure:				
	JBI will be paid its fees from this program.	per its contract with	McLean County, Illin	ois on all amounts gener	ated
E)	Agreed, JBI may proceed	ed with this Initiative	; ;		
Mo	Lean County Sheriff:				
	,	Mike Emery Sheriff		Date	
Co	unty of McLean:				
	att Sorensen, Chairman of		Peggy Ann Milton, C		
Mo	Lean County Board	N. 31	McLean County Boar	u, i	
Ju	stice Benefits, Inc.:	Kimberly King		12/19/01 Date	

JBI Contract 073103

Senior Vice President-Business Development

### MCDF Average Population By Month 2007

											<del>_</del>		_			_		_			_		٦.
Average	235.51	203.95	36.97	108.71	170.11	0.37	16.18	2	8 00		30.04	†0.00 0.00	2 80	99.7		20.07	)		3.30	) ) )	13.38		
Dec	235.89	207.32	42.89	02 201	192.19	01.7	15.05	17:77	10.01	77.01	26.17	700.47	5 27	70.0		12 74	i		421	1	12 95		
Nov	231.97	205.67	41 67	02 001	190.50	66./	13.7	7.01	6 63	0.0	01.00	22.10	4 02	Co: <del>t</del>		15.20	24:51		000	8	13.77		
October	239.55	205.68	42.52	20.01	190.94	7.35	12 50	70.01	00 9	0.50	000	52.81	34.0	C <del>+</del> .7		10 07	17.04		010	) 	18 07	)	
Sept	221.07	194.07	28.00	20.70	192.17	06.9	10.12	17.71	00.4	00.4	0	38.17	C	٠ <u>٠</u>		16.69	10.02		20.0	7.77	12 17	17.71	
August	227.16	201 61	32.10	33.17	194.00	7.77	7.00	14.39	00,	4.29		30.71	,	0.13		0) 11:	17.08		303	CC.C	0 10	07.0	
July	243.00	212 23	41.06	41.20	201.23	8.52		16.68		10.01		33.81		2.68		0	24.58		i i	5.58		7.11	
June	238.70	202.13	4:20	41.30	196.83	00.9		16.47		13.87		42.87		3.93		1	20.83		į	0.0	9	15.90	
Mav	240.13	300 000	202.00	44.48	195.68	5.39		18.87		12.94		39.55		6.23			25.45		,	8.71		9.39	
Anril	241.07	241.07	70.507	42.60	201.60	5.87		19.00		9.80		39.23		08.9			21.47			2.93		16.80	
Morch	253 65	277.00	208.45	39.13	214.26	5.52		19.16		12.55		40.39		5.58			22.90			4.45		23.32	_
Loberton	reducing y	231.14	199.71	23.89	207.36	5.14		15.36		7.29		44.39		5.32			23.96			0.00		13.36	
	January	777.84	199.90	21.84	201.32	5.26		18.94	<del></del> -	6.81		46.00		2.00		-	19.58			0.00		7.10	
,,	Month	Daily Total	In House	Female	Male	Spec Needs	Female	Spec Needs	Male	Str Sent	Female	Str Sent	Male	Weekender	Work Rel	Female	Weekender	Work Rel	Male	Other Fac	Female	Other Fac	Male

### REPORT OF THE JURY COMMSSION

In 2007, there were 30 weeks of scheduled juror service . The Circuit Court, the State's Attorney and the Coroner of McLean County utilized jurors in 2007.

### COMPARATIVE JUROR STATISTICS

YEAR	TOTAL JURORS SERVED	TOTAL DAYS SERVED	MILEAGE (miles)	TOTAL PAY
2000	3335	5,951	85,238	72,295.
2001	3676	8,159	111,704	116,032.
2002	4962	9,528	146,410	142,863
2003	3520	6,102	87,743	89,536
2004	3877	7,013	92,438	100,178
2005	3590	6,849	107,140	103,311
2006 (Increase in 2	4102 006 due to LaGrone	9,281 murder trial)	137,866	137,616.45
2007	3732	7,841	111,884	120,925.92

In 2007 jurors were seated for 128 trials as well as 6 Grand Juries and 6 Coroner's Juries. These statistics include any trials that were declared mistrials, settled, or otherwise disposed of after the jury was selected.

We currently maintain a 90% return rate on eligibility questionnaires sent out. We locate and account for 100% of persons summoned for jury duty.

The Jury Commission and the Circuit Court are always exploring ways to reduce juror expense to McLean County while increasing the efficiency of our system. We look at juror safety, security and service to citizens who are summoned.

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	EXCUSED	%	20.00 %	19.45 %	19.24 %	20.27 %	20.28 %	17.00 %	19.29 %	18.24 %	19.89 %	16.00 %	17.25 %	11.60 %		18.87 %
	EXC	#	320	282	356	225	147	119	164	228	179	144	69	29		2262
	DISQUALIFIED	%	1.94 %	1.93 %	1.62 %	2.07 %	1.10 %	2.43 %	1.41 %	1.68 %	1.11 %	1.00 %	1.00 %	2.00 %		1.65 %
	DISC	#	31	28	30	23	80	17	12	21	10	60	4	Ŋ		198
!	QUALIFIED	%	52.50 %	54.21 %	52.70 %	49.55 %	51.03 %	50.14 %	49.29 %	48.64 %	% 29.05	45.33 %	47.00 %	30.40 %	į	50.29 %
	On'	#	840	786	975	550	370	351	419	809	456	408	188	92		6027
SECOND	REQUESTS	%	9.31 %	9.38 %	9.46 %	8.29 %	9.93 %	8.29 %	12.47 %	9.92 %	10.11 %	4.67 %	0.00%	0.00 %		8.72 %
SE	REQ	#	149	136	175	92	72	28	106	124	91	42	0	0		1045
NOT	RETURNED	%	0.13 %	0.07 %	0.11%	2.34 %	0.41 %	1.71 %	0.00 %	0.08 %	0.00%	14.22 %	23.75 %	44.40 %		3.18 %
	RET	#	2	_	2	26	ო	12	0	τ-	0	128	95	11		381
RETURNED AS	UNDELIVERED	%	16.13 %	14.97 %	16.86 %	17.48 %	17.24 %	20.43 %	17.53 %	21.44 %	18.22 %	18.78 %	11.00 %	11.60 %		17.29 %
RET	S	#	258	217	312	194	125	143	149	268	164	169	44	29		2072
QUESTIONNAIRES	SENT		1600	1450	1850	1110	725	200	850	1250	006	006	400	250		11985
al	MONTH/YR		JANUARY 2007	FEBRUARY 2007	MARCH 2007	APRIL 2007	MAY 2007	JUNE 2007	JULY 2007	AUGUST 2007	SEPTEMBER 2007	OCTOBER 2007	NOVEMBER 2007	DECEMBER 2007		OFOTAL

## JUROR PAYMENT SUMMARY REPORT

### TOTAL \$6711.28 \$232.08 PAID 51418.16 \$146.36 52436.48 \$1716.76 51788.24 \$8806.32 \$669.28 \$4612.52 \$931.88 \$936.40 37484.32 \$2158.04 51867.68 52881.44 \$2304.40 \$1677.32 \$1710.72 \$6456.56 4369.24 \$5380.04 \$1268.28 6933.96 \$534.40 \$1974.08 66383.20 \$5589.80 \$585.60 52995.20 31512.92 5326.20 1834.88 \$912.88 \$3653.96 \$456.16 56663.24 OTHER PAID \$0.00 MISCELLANEOUS \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 PAID \$0.00 PARKING PAID \$0.00 00.00 \$0.00 00.09 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 00.09 \$0.00 \$0.00 MILEAGE PAID \$126.16 \$507.68 \$2333.20 \$537.32 \$46.36 \$458.28 \$986.48 \$646.76 \$588.24 \$3216.32 \$351.88 \$858.04 \$582.92 \$614.08 \$1021.44 \$1789.80 \$714.40 \$510.72 \$2246.56 \$468.16 \$1519.24 \$1960.04 \$1692.52 \$296.40 \$144.40 51383.96 52203.24 \$235.60 3301.28 \$249.28 2684.32 52333.96 1155.20 \$1896.20 \$674.88 \$332.88 PER DIEM \$100.00 PAID \$390.00 \$950.00 \$150.00 \$930.00 \$3420.00 \$810.00 \$1450.00 31200.00 \$5590.00 \$420.00 \$2920.00 \$640.00 34600.00 3430.00 \$1160.00 \$580.00 51300.00 34460.00 \$1360.00 \$1360.00 \$4050.00 \$1860.00 \$3800.00 \$350.00 \$1590.00 \$1140.00 \$1200.00 \$4210.00 32850.00 \$1070.00 54410.00 \$580.00 51840.00 \$2270.00 \$330.00 SERVED JURORS 136 106 159 105 167 150 158 99 34 180 178 28 95 63 39 190 29 10 69 29 151 SUMMONED JURORS 270 240 300 240 240 260 240 275 34 260 240 240 260 260 260 80 260 34 240 240 240 260 245 34 34 APPEARANCE May 07, 2007 May 10, 2007 May 14, 2007 May 21, 2007 Aug 13, 2007 Sep 10, 2007 Sep 13, 2007 Sep 17, 2007 Vov 08, 2007 Aug 01, 2007 Aug 06, 2007 Sep 04, 2007 Oct 03, 2007 Mar 12, 2007 Mar 19, 2007 un 06, 2007 Jun 11, 2007 lun 18, 2007 Oct 09, 2007 Oct 15, 2007 lan 11, 2007 an 16, 2007 an 29, 2007 =eb 05, 2007 =eb 07, 2007 =eb 13, 2007 =eb 20, 2007 Mar 05, 2007 Mar 08, 2007 Apr 04, 2007 Apr 09, 2007 Apr 16, 2007 lul 09, 2007 lul 12, 2007 lul 16, 2007 Jul 23, 2007 lan 08, 2007 DATE Coroner Coroner Coroner Coroner Coroner Coroner Grand Grand Grand Grand Grand Petit SUB-PANEL MYA MYA 900 MRC MYC AUG OCB MRA МҮВ MRB APG AUA AUB SPA SPB SPC FBG FBB FBC MRZ APB MYZ SNG JNB SNC JLC JLD SPZ JAC FBA JLB JAE JLZ

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## STATE OF ILLINOIS COUNTY OF MCLEAN

## JUROR PAYMENT SUMMARY REPORT

TOTAL	\$489.72 \$5746.56 \$1369.36
OTHER PAID	\$0.00
MISCELLANEOUS PAID	\$0.00 \$0.00 \$0.00
PARKING PAID	\$0.00
MILEAGE PAID	\$149.72 \$2056.56 \$559.36
PER DIEM PAID	\$340.00 \$3690.00
JURORS	34 149 68
JURORS	240 275 260
APPEARANCE DATE	Nov 13, 2007 Dec 03, 2007
SUB-PANEL	NVB Petit DCA Petit

### STATE OF ILLINOIS COUNTY OF MCLEAN

# JUROR PAYMENT SUMMARY REPORT

TOTAL PAID	\$120925.92	\$109520.40	\$8781.64	\$2623.88
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS PAID	\$0.00	\$0.00	\$0.00	\$0.00
PARKING PAID	\$0.00	\$0.00	\$0.00	\$0.00
MILEAGE PAID	\$42515.92	\$38600.40	\$3031.64	\$883.88
PER DIEM PAID	\$78410.00	\$70920.00	\$5750.00	\$1740.00
JURORS	3732	3429	162	141
JURORS	7539	7165 _ Petit \$31.94	170 Grand \$54.21	204 :- Coroner \$18.61
APPEARANCE DATE		7165 _ AVERAGE COST PER JUROR - Petit \$31.94	170 AVERAGE COST PER JUROR - Grand \$54.21	204 AVERAGE COST PER JUROR - Coroner \$18.61
SUB-PANEL	TOTAL	TOTAL Petit AVERAG	TOTAL Grand AVERAG	TOTAL Coroner AVERAGE

### JURY STATISTICS FOR DECEMBER 2007

JUDGES ON SCHEDULE:

BUTLER

COSTIGAN DRAZEWSKI **FITZGERALD** 

FOLEY FREITAG LAWRENCE REYNARD

SOUK

**TOTAL CASES: 7** 

CF 2

CM 3

DT 1

L

JURIES CALLED IN:

14

SENT HOME: 7(50%)

TRIALS WENT:

**ANALYSIS** 

RESULT CASE JUDGE N.GUILTY-CTS. 1&2; GUILTY CT. 3 07CM1317 COSTIGAN NOT GUILTY 07CM748 NOT GUILTY 07CM967 NOT GUILTY 07CF564 **FITZGERALD** 07CF846 **GUILTY FREITAG** CASE CONTINUED 07DT178 SOUK 05L08 FOR PLAINTIFF

**TOTAL CASES YTD: 128(2007)** 

127(2006)

91 (2005)

JURY STATISTICS FOR JULY – DEC. (2007)												
	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.						
TRIALS	10	11	17	7	7	7						
JURIES CALLED	14	15	26	18	12	14						
JURIES SENT HOME	4(29%)	4(27%)	9(35%)	11(61%)	5(42%)	7(50%)						
JUDGES HEARING	9	9	9	9	9 .	9						
TRIALS COMPLETED BY TYPE												
CF	3	4	7	3	2	2						
LAW	2	2	4		1	1						
CM	2	1	1	2	3	3						
TR	2	3	1	2								
DT	1	1	1	1	1	1						
MR												
MH												
		R	ESULTS									
GUILTY	3	3	2	2	3	1						
NOT GUILTY	1 .	5	9	2	2	3						
SPLIT VERDICT	3	1	2	1	2	1						
FOR PLAINTIFF	. 1	1	1		1	1						
FOR DEFENSE		2										
MISTRIAL		1										
PLEA/BENCH AFTER F	PICKED		2		1							
DIRECTED VERDICT	1	1										
PLEA BEFORE PICKEL				2								
HUNG JURY												

CASE CONTINUED

### Comparative Jury Trial Statistics Number of Trials Conducted

Month:	2007	2006	2005	2004	2003	2002
Jan:	13	11	7	12	13	10
Feb:	8	11	8	8	9	9
Mar:	14	5	7	7	8	8
Apr:	15	8	8	6	3	10
Maý:	9	10	7	14	11	9
June:	10	12	10	12	0	8
July:	10	14	7	12	5	10
Aug:	11	13	4	12	6	12
Sept:	17	16	12	9	7	11
Oct:	7	5	5	11	7	13
Nov:	7	12	7	5	8	10
Dec:	7	10	9	6	14	10
Totals:	128	127	91	114	91	120

### JUROR UTILIZATION REPORT

### YEAR ENDING 2007

	Jan	Feb	Mar	Apr	May	June
Sets called in:	18	15	21	17	14	14
Sets sent home:	5	7	7 .	2	5	4
Sets to trials:	13	8	14	15	9	10
% Sent home	28%	47%	33%	12%	36%	29%
	July	Aug	Sept	Oct	Nov	Dec
Sets called in:	14	15	26	18	12	14
Sets sent home:	4	4	9	11	5	7
Sets to trials:	10	11	17	7	7	7
% Sent home	29%	27%	35%	61%	6 42%	50%

### Year-End Recap

Sets called in: 198

Sets sent home 70

Sets to trial 128

Total % Sent Home 35%

### An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Coroner's Office 0031

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

WHEREAS, the Coroner's Office has experienced an unanticipated increase in both in-County and out-of-County autopsies, as well as related investigation and toxicology expenses; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, January 8, 2008, recommended approval of an Emergency Appropriation Ordinance to provide sufficient funds for the Coroner's Office to discharge its duties for the remainder of 2007; now therefore,

### **BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$49,000.00 as follows:

	AD	<u>OPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board 0001-0001-0001-0400.0000	\$	0.00	\$ 53,800.00	\$ 53,800.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

	ADOPTED	<u>ADD</u>	AMENDED BUDGET
Part-time Salaries 0001-0031-0038-0515.0001	\$ 51,773.00	\$ 10,000.00	\$ 61,773.00
Overtime Pay 0001-0031-0038-0526.0001	\$ 5,000.00	\$ 1,500.00	\$ 6,500.00

Fuel/Oil 0001-0031-0038-0608.0001	\$ 6,000.00	\$ 1,000.00	\$ 7,000.00
Operating/Office Supplies 0001-0031-0038-0620.0001	\$ 15,671.40	\$ 500.00	\$ 16,171.40
Non-Major Equipment 0001-0031-0038-0621.0001	\$ 1,100.00	\$ 1,600.00	\$ 2,700.00
Investigation Expense 0001-0031-0038-0724.0001	\$ 3,500.00	\$ 1,400.00	\$ 4,900.00
Transcripts 0001-0031-0038-0728.0001	\$ 12,000.00	\$ 6,800.00	\$ 18,800.00
Autopsies 0001-0031-0038-0758.0001	\$ 84,550.00	\$ 28,000.00	\$112,550.00
Toxicology 0001-0031-0038-0758.0002	\$ 13,000.00	\$ 3,000.00	\$ 16,000.00
TOTAL	\$192,594.40	\$ 53,800.00	\$246,394.40

<sup>3.</sup> That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Coroner.

**ADOPTED** by the County Board of McLean County this 15<sup>th</sup> day of January, 2008.

ATTEST: APPROVED:

Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois

Matt Sorensen, Chairman McLean County Board

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### Office of the Coroner McLean County NOV 2007 REPORT

Cases	NOV 2007 66	NOV 2006 73	TYTD 2007 771	LYTD 2006 793	
Autopsies	12	9	119	77	
Out/County Autopsies	20	14	216	159	
Inquests	1	2	27	44	
Coroner Ruling	4	-	42	- -	

### **NOV TOTAL DEPOSITS**

		<u>Budget</u>	<u>Actual</u>
Copy Fee	\$	5,000.00	5,002.00
Morgue Fee	\$	40,125.00	46, 066.09
Reim/Services	\$	250.00	799.00
Paid to Facilitie	es Mg	gt = 0	9,154.00

### **DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 0

Medical/Sudden death -8 (2 no autopsy)

Homicide – 0

Other (pending tox. & autopsy results and/or inquest/ruling) -6

### **OPEN DEATH INVESTIGATIONS**

Traffic Crash -0 Homicide -0

Medical/Sudden death – 11

Other/Pending – 13

### COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

7 Officer Supervision Unit, 3 PSI Officers, and 1.5 Intake Officer

Total Caseload – 878 (881 last month)

Average caseload per officer 125 (126 last month)

Presentence Reports Completed – 29 (28 last month)

- \* Total Workload Hours Needed 1445.00 (1479.00 last month)
- \*\* Total Hours Available 1650.00
- \* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.
- \*\* The number of work hours available to the division (10.5 officers working 150 hours each per month).

AOIC workload standards indicate an additional -1.87 adult officers are needed. (-1.64 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 137 (144 last month) Average caseload per officer 34 (36. last month)

Social History Reports Completed – 21 (20 last month)

- \* Total Workload Hours Needed 667.50 (709.50 last month)
- \*\* Total Hours Available 600.00
- \* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.
- \*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate an additional 0.45 juvenile officers are needed. 0.73 last month)

### EARLY INTERVENTION PROBATION (EIP)

2 Person unit with a maximum caseload of 30

Total caseload 20 Social History Reports 3

### DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload – 47 (46 last month)

### SPECIAL PROGRAMS

### INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 37 (38 last month)

### INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 15 (15 last month)

### JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 22 (21 last month)

Total Caseload Informal Probation – 25 (22 last month)

Total Intake Screen Reports (juvenile police reports received) 116 (177 last month)

### **COMMUNITY SERVICE PROGRAM**

2 person unit

Total Caseload Adult - 565 (544 last month)

Total Caseload Juvenile - 42 (37 last month)

Total Hours Completed Adult – 3465.00 (\$18,438.00 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 125.00 (\$656.25 Symbolic Restitution \$5.25)

Total Worksites Used – 43 (43 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 119 (125 last month)

Total Court Supervision/Conditional Discharge Caseload –567 (574 last month)

### PRETRIAL RELEASE PROGRAM

1 person unit

Total number bond reports submitted – 9 (39 last month)

Total number of defendants released -4 (20 last month)

### **DRUG COURT**

2 person unit

Total number in program – 30 active (27 last month)

## 2007 JUVENILE DETENTION CENTER MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	0	0	0	0	0	
11	0	0	0	0	0	0	0	0	0	0	0	
12	0	0	0	0	0	τ-	0	0	0	τ-	0	
13	0	0	_	_	0		2	2	2	2	2	
14	5	2	_	0	-	2	0	1	1	2	2	
15	4	~	5	5	9	8	8	4	3	2	1	
16	6	9	5	9	10	7	5	7	5	6	2	
17	0	0	0	0	0	0	3	2	0	0	7	
18	0	0	0	0	0	0	1	0	0	2	0	
Sex of Minors Detained	0											
Male	14	8	10	11	14	15	14	14	8	20	17	
Female	4	1	2	1	3	4	5	2	3	_	<del>-</del>	
Race of Minors Detained												
Caucasian	8	4	5	2	6	10	9	9	9	12	9	
African-American	8	5	7	7	8	9	10	6	5	8	12	
Hispanic	2	0	0	0	0	0	0	_	0	_	0	
Offenses of Which Minor was Detained												
Dispositional Detention	3	4	2	7	4	0	3	4	7	9	7	
Warrant	~	_	3	τ-	2	3	5	9	2	4	4	
Aggravated Assault	0	0	0	0	1	0	0	0	1	0	0	
Aggravated Assault with Firearm	0	0	0	0	0	1	0	0	0	0	0	
Aggravated Battery	3	0	0	0	0	2	_	0	-	2	0	
Aggravated Criminal Sexual Assault	0	0	0	0	1	0	0	0	0	0	0	
Armed Robbery	0	0	0	0	0	4	1	0	0	0	0	
Armed Violence	0	0	0	0	0	0	1	0	0	0	0	
Burglary	1	0	0	0	0	1	0	0	0	0	0	
Burglary to Motor Vehicle	0	0	1	0	0	0	0	l l	0	1	0	
Court Ordered	τ	0	0	0	0	1	0	0	0	0	0	
Criminal Damage to Property	0	0	1	0	0	0	0	0	0	0	0	
Criminal Sexual Assault	0	0	0	0	0	0	1	0	0	0	0	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Domestic Battery	2	0	1	1	1	2	2	0	0	0	0	

## 2007 JUVENILE DETENTION CENTER MCLEAN COUNTY

Delivery of Cannabis	F	С	0	0	0	C	C	С	С		0	
Delivery of Cannabis on School Grounds	0	-	0	0	0	0	0		0	0	0	
Failure to Register as Sex Offender	0	0	0	0	_	0	0	0	0	0	0	
Felony Phone Harassment	0	0	0	0	0	-		0	0	0	0	
Hold for Placement	1	0	0	0	0	0	0		0	0	0	
Home Invasion	0	0	0	0	1	0	0	0	0	0	0	
IDJJ	0	0	0	0	0	0	1	0	0	0	0	
Manufacture/Delivery of Cocaine	0	0	0	0	0	0	0		0	0	_	
Manufacture/Delivery of Cocaine w/in 1000												
ft of Public Park	0	0	0	0	0	0	0	~	0	0	0	
Obstructing Justice	0	0	0	0	0	0	0	0		0	_	
Possession of Controlled Substance	0	0	0	-	Υ-	0	0		0	0		
Possession of Controlled Substance												
w/Intent to Deliver	0	0	0	0	0	_	_	0	0	0	0	
Possession of Cannabis on School Grounds	0	~	0	0	0	0	0	0	0	0	0	
Possession of Stolen Vehicle	0	0	0	0	0	0	0	0	_	0		
Request for Apprehension	3	1	3	2	4	2	ν-		5	3		
Residential Burglary	1	0	1	0	0	1	0		0	4		
Retail Theft Over	0	0	0	0	0	0	0	0	0	_	0	
Robbery	0	1	0	0	0	0	0	0	0	0		
Theft Over \$300	1	0	0	0	0	0	0	0	0	0		
Unlawful Use of Weapon	0	0	0	0	1	0	0		0	0	0	
Vehicular Invasion	0	0	0	0	0	0	-	0	0	0	0	
Residents of Minors Detained												
Bloomington	0	9	5	5	12	13	13	6	5	15	12	
Normal	~	2	4	5	4	2	3	4	3	7		
Alton	0	0	0	0	0	_	_	0	0	0	<u></u>	
Bellflower	0	Ó	0	0	0	0	0	0	0	1	0	
Chenoa	1	0	0	0	0	0	0	1	0	0	0	
Chicago	0	0	1	0	0	0	0		0	0	0	
Danvers	0	0	1	0	0	0	0	0		0		
	Jan	Feb	Mar	Apr	May	Jun	Įnſ	Aug	Sep	Oct	Nov	Dec
Decatur	1	0	0	0	0	0	0	0	0	0	0	
Downs	_	0	0	0	0	0	0	0	0	0	1	
Elgin	0	0	0	0	0			0	0	0	0	

## 2007 JUVENILE DETENTION CENTER MCLEAN COUNTY

Gridley	0	0	F	0	0	0	0	0	0	0	0	
Harvey	0	0	0	0	0	~	0	0	0	0	0	
Joliet	0	0	0	0	0	1	0	0	0	0	0	
Lexington	-	0	0	0	0	0	0	0	0	0	0	
LeRoy	0	0	0	0	0	0	<b>—</b>	0	0	0	0	
Palos Hills	0	0	0	0	_	0	0	0	0	0	0	
Peoria	0	0	0	0	0	0	0	_	0	0	2	
Pontiac	0	0	0	0	0	0	0	0	1	0	0	
Towanda	_	0	0	0	0	0	0	0	0	0	0	
Saybrook	0	0	0	2	0	0	0	0	0	0	0	
Stanford	0	~	0	0	0	0	0	0	0	0	0	
Streator	0	0	0	0	0	0	0	0	0	-	0	
Missouri	0	0	0	0	0	0	0	0	~	0	0	
Oregon	0	0	0	0	0	~	0	0	0	2	0	
							•					
Average Daily Population	11.6	6.3	6.4	4.9	5.7	12.7	13.3	14.1	8	9.5	13.5	
Average Daily Population:YTD	11.6	6	8.1	7.3	7	7.9	8.7	9.4	9.5	9.3	9.6	
Number of Days in Detention	360	176	198	148	177	380	413	436	240	294	406	
											-	
Revenue:	0	0	0	0	0	0	0	0	0	0	0	

2007 Juvenile Detention Center Out of County

				þ	County							
Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	O C T	Nov	Dec
10	0	0	0	0	0	0	0	0		0	0	0
11	0	0	1	0	0	0	2	0		0	0	0
12	0	0	0 (	0	1	1	1	0		0	0	
13	_	0	_	~	1	0				0	0	0
14	4			4	2	2	0	0		4	5	_
15	8		5	9	14	2	6	3		9	5	2
16	8	_	_	10	10	7	12	2		9	12	4
17	0	0	0	0	0	0	0	0		_	0	0
18	0	0	0	0	0	0	0	0		0	0	0
				_								
Sex of Minors Detained												
Male	18	15	5 23	17	22	12	21	5	_	7 2	22	8
Female	3	,		4	9	0	4			3	0	0
							-					
Race of Minors Detained												
Caucasian	15	18	21	18	21	10	21	4	~	7	6	9
African-American	2	_		2	3	_	2			3	_	2
Hispanic			_	_	4		2	_		0	2	0
Offenses of Which Minor was Detained												
Dispositional Detention	8	12	17	8	13	6	8	0	_	0	0	3
Warrant	7	4	1	7	2	1	2	. 5		3	3	_
Aggravated Assault	0	-	0	0	0	0	0	0		0	0	0
Aggravated Battery	0	0	0	2	0	0		0		0	0	0
Aggravated Battery to Senior Citizen	0	0	0	0	1	0	0	0		0	0	0
Aggravated Criminal Sexual Assault	0	0	0 (	0	0	0	3	0		0	0	0
Aggravated Possession of Stolen Firearm	0	1	0	0	0	0	0	0		0	0	0
Assault	0	0	0	0	0	0	0	0			0	0
Burglary	1	0	0		0	0	0	0		0	0	0
Court Ordered	7	0	1	1	0	0	0	0		0	0	0
Criminal Damage to Place of Worship	0	0	0	1	0	0	0	0		0	0	0
Criminal Damage to Property	1	0	0 (	1	0	0	0	0		0	0	0
Criminal Trespass to Motor Vehicle	0	0		0	1	0	0	0		0	0	0
DOC/DJJ	3	1	3	1	2	1	_	2		1	5	2
Domestic Battery	0	0	0	0	1	1	2			1	0	0
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

2007 Juvenile Detention Center Out of County

				OUT OT	County							
Domestic Battery w/Bodily Harm	0	0	0	0	0	0		0	0		0	
Domestic Violence	0	0				0			0		0 0	
Hold For Placement	_	0				0			0		0 0	
Intimidation	0	0				0	0		0		0 1	
Home Confinement Violation	2	0				0			0		0 0	
Making a False Terrorist Threat	0	0	0	0 (	0 (	0		0 (	1		0	
Motor Vehicle Theft	0	0				0		0	0		1 0	
Possession of Cannabis	0	0			0	0	0	0	0			
Possession of a Controlled Substance on		-										
School Property	0	0	0	0	0	0	_	0	0	_	1 0	_
Possession of Drug Paraphernalia	0	0	0			0	0				0	
Possession of Stolen Vehicle	0	0			0	0		0	0		1 0	
Possession of Stolen Property	0	0	0			0		0	0		0	
Probation Violation	0	-	0		3 2	0		0		3	0	
Residential Burglary	0	0	0			0	0	0	0		1 0	
Retail Theft	0	0	0	0	0	0	0	0	0		0	
Unlawful Use of Weapons (on school bus												
and school property)	0	0	0	0	0	0	0	) 2		0	0	
Residence of Minors Detained												
Bureau	0	0	0	1		0		0	1		4 0	1
Clark	0	0		0		0		0		0	0 0	
DeWitt	2	0			0	2	0			0	0 0	
DOC/DJJ	0	1	0	0		0		0	0		0 0	
DuPage	0	0	0		0	0		1	0		0	
Ford	0	0	0			0		0 8	1		2 0	
LaSalle	0	0				0	_		0		0 0	
Livingston	8	5	7			1						
Logan	9	13	1		10	7	-	3 3		3	3 3	
Mason	1	0	0	1	1	0	0				0 1	
Morgan	0	0	0					0	0		0	
Peoria	0	0	0		0	0		0	0		0	
Piatt	0	0				0			0		0	
Tazewell	0	0	0	0	3	5		0 7	ļ		0 0	
Winnebago	0		$\vdash$			0					1	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Woodford	4				~			5 0	8		2 0	

2007
Juvenile Detention Center
Out of County

			•		danty							
Indiana	0	0	0	0	0	0	0	0	1	0	0	
Average Daily Population	8.6	9.3	8.1	9.3	11	8.9	6.7	7.4	11.2	6.6	6.9	
									-			
Average Daily Population:YTD	9.8	6	8.7	8.8	9.3	9.5	6	8.8	9.1	9.5	6	
											-	
Number of Days in Detention	268	259	251	279	342	268	246	229	336	308	206	
Revenue:	20750	19940	18340	18340 21850	28660	21470 19010	19010	17760	17760 23360 24290	24290	15860	

### January 7, 2008

McLean County Board Justice and Public Safety Committee Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING November 30, 2007

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS	MONTHLY TOTALS	YTD TOTALS	YTD TOTALS	% CHANGE
	2006	2007	2006	2007	YTD
FELONIES	47	85	886	1030	14%
MISDEMEANORS	106	102	1066	1266	16%
DUI	27	24	274	245	<12%>
TRAFFIC	89	53	636	740	14%
JUVENILE	16	24	236	234	<.1%>
(DELINQUENT)	12	13	118	117	<.1%>
(ABUSE/NEGLECT)	4	11	118	117	<.1%>
MENTAL HEALTH CASES	3	1	41	77	47%
Involuntary Commitment	3	1	37	74	50%
Medication Compliance Orders	0	0	4	3	<33%>
POST-CONVICTION & SVPCA CASES	1	2	4	5	20%
TOTAL	289	291	3143	3597	13%

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting

month of: MONTH ENDING November 30, 2007

CASE	PUBLIC DEFENDER	NEW	YTD TOTALS	NEW
TYPE	ATTTORNEYS	MONTHLY		PTR/REVIEW
		TOTALS		TOTALS
F	RON LEWIS	8	113	0
F	JAMES TUSEK	9	122	5
F	CARLA HARVEY	5	112	6
F	BRIAN MCELDOWNEY	9	116	1
F	JOHN WRIGHT-C	8	73	N/A
F	TERRY DODDS-C	7	73	N/A
F	DAVID RUMLEY-C	7	67	N/A
F	KELLY HARMS	17	175	1
M	KELLY HARMS	0	288	0
F	MATTHEW KOETTERS	0	32	0
CM	MATTHEW KOETTERS	45	480	5
F	CHRISTOPHER NOLAN	1	8	1
CM	CHRISTOPHER NOLAN	57	303	0
DUI	CHRISTOPHER NOLAN	0	108	0
TR	CHRISTOPHER NOLAN	4	346	0
CM	AMY RUPIPER	0	2	0
DUI	AMY RUPIPER	14	128	1
TR	AMY RUPIPER	28	370	0
DUI	BARBARA BAILEY	10	10	3
TR	BARBARA BAILEY	21	21	2
JD	ART FELDMAN	13	123	5
JA	KELLY STACEY	8	73	N/A
JA	ROB KEIR	7	88	N/A
JA	ALAN NOVICK-C	0	3	N/A
PC/SVP	KEITH DAVIS-C	2	5	N/A
PVT	PRIVATE COUNSEL-CF	12	114	N/A
PVT	PRIVATE COUNSEL-CM	8	68	N/A
PVT	PVT COUNSEL-DUI/TR	6	65	N/A
W/D	WITHDRAWN-CF	0	8	N/A
W/D	WITHDRAWN-CM	5	18	N/A
W/D	WITHDRAWN-DUI/TR	2	4	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

### November 2007 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC/DUI
PLEA / ORIGINAL OFFER	60	110	99
PLEA / LESSER	16	2	. 0
BENCH TRIAL / WIN	0	1	0
BENCH TRIAL / LOSS	0	2	0
JURY TRIAL / WIN	0	2	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	3	10	3
DISMISSED / TRIAL	1	20	1
KNOCKDOWN	0	0	. 0
DISMISSED PER PLEA	5	26	10
PRIVATE COUNSEL	12	8	6
PLEA / BLIND	6	0	3
REFILED AS FELONY	0	0	0
WITHDRAWN	0	5	2
DIRECTED VERDICT	0	1	0
P.D. DENIED/NOT RECOMMENDED	4	1	N/A